

## Exhibit E

**1. APPLICABLE LAWS AND REGULATIONS****a. General**

The Contractor shall keep informed of and comply with all Federal and State laws, rules and regulations applicable to the work or to those engaged or employed in the work of this contract. The Contractor shall indemnify and save harmless the State, its officers and employees from all claims, suits or actions arising from or based on the violation of any such law, rule or regulation whether the violation is committed by the Contractor or his/her subcontractors, suppliers, agents or employees.

If a conflict arises between the provisions of the Plans and Specifications and any such law, rule or regulation, the Contractor shall notify the State at once in writing. If, before receiving clarification, the Contractor performs any portion of the work affected by such apparent conflict, such performance shall be at the Contractor's own risk and he/she shall not be entitled to any additional compensation or time by reason of the conflict or its later corrections.

The Contractor shall be responsible for liability imposed by law on the Contractor for damage to any person or property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before acceptance or thereafter.

Neither the State nor the Contractor is subject to municipal, county or district laws, rules or regulations pertaining to building permits or regulating the design or construction of buildings on State property.

**b. Permits and Licenses**

The Contractor shall, at his/her expense, obtain all permits and licenses required for excavating or other work on or in public streets, roads or sidewalks and shall comply with all laws in connection therewith.

Pursuant to the Business and Professions Code, Division 3, Chapter 9, it is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a Contractor within this State without having the required license except in any of the following cases:

1. The person is particularly exempted from the provisions of that Chapter 9; or
2. The bid is submitted on a State project governed by Section 10164 of the California Public Contract Code.

If a person has been previously convicted of the offense described in this chapter, the court shall:

- 1) impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work or Four Thousand Five Hundred Dollars (\$4,500), whichever is greater; or 2) imprisonment in the county jail for not less than 10 days or more than six months or both.

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In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this chapter means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed. This chapter shall not apply to a joint license as required by Section 7029.1 of the Business and Professions Code. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this chapter with respect to his/her individual license.

This chapter shall not affect the right or ability of a licensed architect or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

A licensed Contractor shall not submit a bid to a public agency unless his/her contractor's license number and class appear clearly on the bid, the license expiration date is stated, and he/she has signed a certification statement that the representations made in the bid with regard to the license number, class and expiration date are made under penalty of perjury. Any bid not containing this information or a bid containing information that is subsequently proven false shall be considered non responsive and shall be rejected.

**c. Bonds**

If the contract price exceeds \$5,000, the contractor shall furnish an original payment bond and a duplicate copy to accompany the contract in an amount equal to the total amount payable under the contract. Such bond **MUST** be prepared on forms provided to the Contractor by PIA before execution of the contract. STD 807, Payment Bond To Accompany Construction Contract, is the only acceptable bond form Bonds - The Contractor shall furnish an original payment bond and a duplicate copy to accompany the contract in an amount equal to the total amount payable under the contract. Such bond **must** be prepared on forms provided to the Contractor by PIA before execution of the contract. STD 807, Payment Bond To Accompany Construction Contract, is the only acceptable bond form. (<http://www.documents.dgs.ca.gov/osp/pdf/std807.pdf>)

If progress payments are provided for in the bid or if the contract amount exceeds \$120,000, the successful bidder shall furnish, an original faithful performance bond and a duplicate copy in an amount equal to the total amount payable under the contract.

**d. Prevailing Wage Rates**

The Director of the Department of Industrial Relations has ascertained general prevailing wage rates in the county in which the work is to be performed. Upon request, the State shall furnish to the Contractor a copy of such prevailing wage rates that the Contractor shall post at the job site.

The prevailing wage rates set forth are the minimum that may be paid by the Contractor. Nothing herein contained shall be construed as preventing the Contractor from paying more than the minimum rates set forth. No extra compensation whatsoever will be allowed by the State due to the inability of the Contractor to hire labor at minimum rates or for the necessity for payment by the Contractor of subsistence, travel time, overtime or other added compensations.

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If it becomes necessary to employ work classifications other than those listed, the Contractor shall notify the State immediately. The State will ascertain the additional prevailing wage rates. The rates thus determined shall be applicable as the minimum from the time of initial employment.

The Contractor shall comply with all prevailing wage rate requirements and shall be subject to all restrictions and penalties in accordance with Sections 1770 through 1780 of the California Labor Code.

**e. Payment Records**

The Contractor and all subcontractors shall keep an accurate payroll record showing the name, address, social security number, workweek, the actual per diem and the wages paid to each employee employed in connection with this project. Such records shall be certified and be available for inspection at all reasonable hours at the principal place of the Contractor in accordance with Section 1776 of the California Labor Code.

**f. Air Pollution/Water Pollution**

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**i. Computer Software**

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**2. NO PERSONAL LIABILITY**

No officer or employee of the state shall be personally responsible for liability arising under the contract.

**3. PATENTS**

The Contractor shall assume all costs and agrees to indemnify and save harmless the State, its officers and employees from all suits, actions or claims arising from use of patented materials, equipment, devices or processes used or incorporated in the work.

**4. CONTRACTOR'S RESPONSIBILITY FOR WORK**

Until the State formally accepts the work, the Contractor shall have the charge and care thereof and shall be at risk of injury or damage to any part of the work by action of the elements (except for an act of God as defined in the California Public Contract Code section 10122 (a) (3) or natural disaster as proclaimed by the State or Federal government) or from any other cause except for

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such damages as are directly and proximately occasioned by acts of the State or Federal government and the public enemy and except as provided in Article 16.

The Contractor, at his/her cost, shall rebuild, repair, restore and make good all such damages to any portion of the work occasioned by such causes before its acceptance.

No advertising of any description will be permitted in or about the work site except by order of the State. The Contractor shall not create or permit the continued existence of any nuisance in or about the work site.

## **5. CONDUCT OF WORK AND PERSONNEL**

The State reserves the right to do other work in connection with the project or adjacent thereto by contract or otherwise, and the Contractor shall at all times conduct his/her work so as to impose no hardship on the State, others engaged in the work or to cause any unreasonable delay or hindrance thereto. Where two or more contractors are employed on related or adjacent work, each shall conduct his/her operations in such manner as not to cause delay or additional expense to the other.

The Contractor shall provide all construction equipment required for the execution of the work. The Contractor shall provide all labor, power and signals required for the installation, operation and maintenance of such equipment. The Contractor shall obtain all necessary measurements for the work and shall check dimensions, levels and any existing construction and layout and supervise his/her construction accordingly. Measurements and quantities on the Plans are to be verified by the Contractor.

The Contractor shall make provisions to accomplish the work of the contract without undue interruption of services. Interruption of any services for the purpose of making or breaking a connection shall be made only after consultation with the State and shall be at such time and of such duration as may be directed.

The Contractor shall perform the work of the contract only on normal working days, Monday through Friday, and during normal working hours. Work after hours on weekdays and work on Saturdays, Sundays and State holidays will not be permitted unless the Contractor obtains prior written approval from the State.

The Contractor's activities on State property shall be confined to spaces, areas, roads and locations as directed by the State.

Parking arrangements for Contractor's personnel shall be made through the State. The Contractor shall be responsible for providing sanitary facilities for his/her personnel either through rental or making arrangements with the State agency.

Tools and equipment owned by the Contractor and his/her employees shall be safely stored overnight under lock and key. Hand-cutting tools shall be checked out each morning and checked in at the end of each work day. Loss of any tools or equipment shall be reported immediately to the State. Neither the Contractor nor workers shall attempt to borrow tools or other materials from

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State personnel. The Contractor shall remove all temporary equipment upon completion of the work.

All vehicles, equipment and ladders shall be secured when not in use. Keys shall not be left in any vehicles or equipment when not in use. The State will not be responsible for loss of tools, equipment or materials.

## 6. LIQUIDATED DAMAGES

The Contractor is obligated to complete the work on or before the date or within the number of working days set forth in the Specifications. The time for the completion of the work shall be extended by the State for a reasonable period of time when there is a delay in the Contractor's performance of the work caused by acts of God, the public enemy, fire, flood, epidemics, quarantine restrictions, strikes, freight embargoes, unusual action of the elements or delays of subcontractors due to such causes, provided that the Contractor shall notify the State in writing of the causes of delay within five days from the beginning of any such delay, and within five days of the end of any such delay, notify the State of the duration thereof.

If the work is not completed within the time required, damage will be sustained by the State. It is and will be impractical and extremely difficult to ascertain and determine the actual damage the State will sustain by reason of such delay. It is, therefore, agreed that the Contractor will pay the State the sum of money stipulated per day stated herein for each and every day's delay in completing the work beyond the time prescribed.

Liquidated damages are hereby set at the rate of \$50.00 per day.

If the Contractor fails to pay liquidated damages, the State may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

## 7. RETENTION OF FUNDS

For purposes of this subdivision, completion means any of the following: 1) occupation, beneficial use, and enjoyment of a work of improvement (excluding any operation only for testing, startup or commissioning) accompanied by cessation of labor; 2) acceptance by the State in writing; 3) cessation of labor for a continuous period of 100 days or more due to factors beyond the control of the prime Contractor; or 4) cessation of labor for a continuous period of 30 days or more if the State files for record a notice of cessation or a notice of completion.

In accordance with California Public Contract Code Section 7107, within 60 days after the date of completion of the work of improvement, any retention withheld by the State shall be released. In the event of a dispute between the State and the prime Contractor, the State may withhold from the final payment an amount not to exceed 150 percent of the disputed amount.

Within 10 days from the time that all or any portion of the retention proceeds are received by the prime Contractor, the prime Contractor shall pay each of its subcontractors from whom retention has been withheld, each subcontractor's share of the retention received. However, if a retention payment received by the prime Contractor is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor, if the payment is consistent with the terms of the subcontract.

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The prime Contractor may withhold from a subcontractor its portion of the retention proceeds if a bona fide dispute exists between the subcontractor and the prime Contractor. The amount withheld from the retention payment shall not exceed 150 percent of the estimated value of the disputed amount.

In the event that retention payments are not made within the time periods required, the State or prime Contractor withholding the unpaid amounts shall be subject to a charge of 2 percent per month on the improperly withheld amount, in lieu of any interest otherwise due. Additionally, in any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to attorney's fees and costs.

If the State retains an amount greater than 125 percent of the estimated value of the work yet to be completed pursuant to Section 10261 of the California Public Contract Code, the State shall distribute the undisputed retention proceeds within 60 days after the date of completion of the work. However, if the State retains an amount equal to or less than 125 percent of the estimated value of the work yet to be completed, the State shall have 90 days in which to release undisputed retentions.

## **8. ACCIDENT PREVENTION**

The Contractor shall exercise precaution at all times for the protection of persons (including employees) and property. Precautionary measures shall include but not be limited to installation of adequate safety guards and protective devices for all equipment and machinery whether used in the performance of the work or permanently installed as part of the work. The Contractor shall comply with all applicable laws relating to safety precautions including safety regulations of the California Department of Industrial Relations, State Division of Industrial Safety.

## **9. INSPECTION**

The Contractor shall at all times permit the State and its authorized agents and representatives to visit and inspect the work and shops where work is in process or any part thereof. This obligation shall include maintaining proper facilities and safe access for such inspection. Where the contract requires the work to be tested, it shall not be covered up until inspected and approved by the State. The Contractor shall be solely responsible for notifying the State where and when such work is ready for inspection and testing. Should any such work be covered without such testing and approval, it shall be uncovered at the Contractor's expense. Whenever the Contractor intends to perform work on a Saturday, Sunday or a State holiday, 24 hours prior notice shall be given to the State of such intention or such other period as may be specified so that the State may make the necessary arrangements.

## **10. REJECTION**

Should any portion of the completed work or any delivered materials, articles or equipment fail to comply with the requirements of the contract, such work, materials, articles or equipment shall be rejected. The Contractor, at no additional expense to the State, shall immediately make adjustments to the satisfaction of the State. Materials, articles or equipment that are rejected shall immediately be removed from the premises at the Contractor's expense.

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**11. MATERIALS AND WORKMANSHIP**

All materials used and all work performed under the contract shall conform in all respects to the latest amended rules, regulations and requirements which are set forth in the Uniform Building Code, Uniform Plumbing Code; National Electric Code; California Electric Safety Orders; California Department of Industrial Relations, Division of Industrial Safety regulations; and any other regulatory requirement having jurisdiction over this type of work.

Materials, articles or equipment furnished by the Contractor for incorporation into the work shall be new. When the contract documents indicate or require that such materials, articles or equipment are to be furnished, but the quality or kind thereof is not particularly specified, shown or indicated, the Contractor shall furnish materials, articles or equipment at least equal to the class or quality of the materials, articles or equipment that are specified, shown or indicated. Substantiating data of the equal item shall be presented to the State within 35 calendar days after the award of the contract. All work shall be performed in a first class and workman-like manner in accordance with the true intent and meaning of the Plans and Specifications. Workers, laborers or mechanics especially skilled in the class of work required shall accomplish every part of the work and workmanship shall be the best.

Completed work shall be to the entire satisfaction of the State of California. The State shall be the sole judge as to whether the materials or workmanship is acceptable. Should any portion of the completed work or any materials, articles or equipment delivered fail to comply with the requirements of the contract, such work, materials, articles or equipment shall be rejected. The Contractor shall immediately replace at his/her own expense all unacceptable materials, and the Contractor at no additional expense to the State shall immediately make all unacceptable work satisfactory to the State. Any materials, articles or equipment that have been rejected shall immediately be removed from the premises at the expense of the Contractor.

**12. BRAND OR TRADE NAMES**

Pursuant to Section 3400 of the Public Contract Code, the contract does not limit or call for the supplying of any material, product, thing or services to a specific entity, except for services by Contractor or by subcontractors listed pursuant to Sections 4100 et seq. of the Public Contract Code. Whenever an item is specified by brand, trade name, or specific entity, the item shall be deemed to be followed by the term "or equal" unless the specifications provide that use of the item listed is necessary in the public interest or to match other such items in use or to be used.

**13. DISCREPANCIES**

Should the Contractor discover any conflicts, omissions or errors in the contract documents, have any questions concerning interpretation or clarification of the contract documents, or if it appears to the Contractor that the work to be performed or any matters relative thereto are not sufficiently detailed or explained in the contract documents, then, before proceeding with the work affected, he/she shall immediately notify the State in writing and request interpretation, clarification or additional detailed instructions concerning the work.

**14. OCCUPANCY BY THE STATE PRIOR TO ACCEPTANCE**

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The State reserves the right to occupy all or any part of the project prior to completion of the work upon written order thereof. In such an event, Contractor will be relieved of the responsibility to the State for injury or damage to such part as results from occupancy and use by the State. Such occupancy does not constitute acceptance by the State of the work or any portion thereof nor will it relieve the Contractor of responsibility for correcting defective work or materials found at any time before acceptance of the work.

**15. STOP NOTICES**

The State may, at its option and at any time, retain out of any money due the Contractor sums sufficient to cover any unpaid claims filed pursuant to Section 3179 et seq. of the California Civil Code provided that sworn statements of said claims shall have been filed with the State or as required by law.

**16. GUARANTEE**

The Contractor hereby unconditionally guarantees that the work will be performed in accordance with the requirements of the contract to be and remain free of defects in workmanship and materials for a period of one year from the date of acceptance of the contract unless an alternate guarantee period is specified. Contractor hereby agrees to repair or replace any and all work together with any other adjacent work which may be displaced in so doing that may be proven not to be in accordance with the requirements of the contract or that may be defective in its workmanship or materials within the specified guarantee period without any expense whatsoever to the State, ordinary wear and tear and unusual abuse or neglect excepted.

**17. HAZARDOUS MATERIALS**

Contractor shall handle only those hazardous material(s), if any, specified in the Scope of Services. If Contractor encounters any unspecified hazardous material while fulfilling the conditions of the contract, the work shall stop immediately. The removal of any unspecified hazardous material(s) may be added to this contract by amendment or may be performed by the State through other means, at the discretion of the State. Any contractor providing hazardous material(s) services shall comply with all hazardous material(s) regulations and shall possess all applicable certifications either through itself or through a subcontractor.

**18. DISPUTES**

The parties hereto mutually agree that the resolution of any claims or disputes arising under this contract shall be resolved pursuant to the provisions of the CDC Operations Manual.

When the Contractor and the State fail to agree as to whether or not any work is within the scope of the contract requirements, the Contractor shall, nevertheless, immediately perform such work upon written order from the State to do so.

**19. DISABILITY PLACEMENT**

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By signing this contract, Contractor assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

**20. FORCED, CONVICT, AND INDENTURED LABOR**

No foreign-made equipment, materials, or supplies furnished to the State pursuant to this contract may be produced in whole or part by forced labor, convict labor, or indentured labor. By submitting a bid to the State or accepting a purchase order, the contractor agrees to comply with this provision of the contract.

**21. ACCOUNTING PRINCIPLES**

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed. A Contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

**22. DISCLOSURE**

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by inmates of the State. The State will agree to disclose to the Contractor any statements known to State staff made by any inmate who indicates violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statements to State staff.

**23. CONFIDENTIALITY OF DATA**

All financial, statistical, personal, technical and other data and information relating to the State's operation, which are designated confidential by the State and made available to carry out this contract or which become available to the Contractor in order to carry out this contract shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the contract or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries or data obtained, repaired, assembled or developed by the Contractor pursuant to this contract shall be released, published or made available to any person (except to the State) without prior written approval from the State.

The Contractor by acceptance of this contract is subject to all of the requirements of California Civil Code Sections 1798 et seq., regarding the collections, maintenance, and disclosure of personal and confidential information about individuals.

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**24. AMENDMENTS**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

**25. LABOR CODE CERTIFICATIONS**

- a. I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.
- b. "It is hereby mutually agreed that the contractor shall forfeit to the State fifty dollars for each calendar day, or portion thereof, for each worker paid by him or her, or subcontractor under him or her, less than the prevailing wage so stipulated and in addition the contractor further agrees to pay each worker the difference between the actual amount paid for each calendar day, portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices."
- c. It is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor shall forfeit, as a penalty to the state, twenty-five dollars for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week, in violation of Labor Code Sections 1810-1815, inclusive.
- d. Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. The contractor and each subcontractor must comply with the requirements of Labor Code Section 1777.5 and any related regulations regarding the employment of registered apprentices.
- e. Each contractor and subcontractor shall comply with the Labor Code Section 1776 regarding record keeping.

**26. AUDITS**

The contractor agrees that the Prison Industry Authority, or the Bureau of State Audits or its designated representative, shall have an absolute right of access to all of the contractor's records, files, documents, accounts, and financial affairs as deemed necessary for the purpose of conducting an audit to determine compliance with the terms and conditions of the contract. The contractor shall provide the auditor(s) with any relevant information requested without unnecessary delay and, on reasonable notice, permit access to the premises during normal business hours for the purpose of interviewing staff and inspecting and copying such as books, records, accounts, and any other material as warranted to conduct the audit. The contractor

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further agrees to maintain such records for a period of three years after final payment is made on this contract or three years after resolution of all issues that may arise as a result of any litigation, claim, negotiation, or audit related issues that may arise as a result of any litigation, claim, negotiation, or audit related to the contract, whichever is later. The state agrees to treat as confidential any proprietary information obtained as a part of any such audit.

## **27. STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION CONTRACT SPECIFICATION (Government Code, Section 12990)**

These specifications are applicable to all state Contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.

1. As used in the specifications:

(a) "Administrator" means Administrator, Office of Compliance Programs (OCP), California Department of Fair Employment and Housing (DFEH), or any person to whom the Administrator delegates authority;

(b) "Minority" includes:

(1) Black (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);

(2) Hispanic (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish derived culture or origin regardless of race);

(3) Asian/Pacific Islander (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and

(4) American Indian/Alaskan Native (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).

2. Whenever the Contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.

3. The Contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through (e) of these specifications.

4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Government Code, Section 12990, or the regulations promulgated pursuant thereto.

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5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor or the California Department of Industrial Relations.

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6. The Contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor must be able to demonstrate fully its efforts under steps (a) through (e) below:
  - (a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and at all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - (b) Provide written notification within seven days to the Director of DFEH when the union or unions with which the Contractor has the collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - (c) Disseminate the Contractor's equal employment opportunity policy by providing written notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - (d) Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay, or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
  - (e) Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling their equal employment opportunity obligations. The efforts of a Contractor association, joint Contractor-union, Contractor-community, or other similar groups of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.

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8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Fair Employment and Housing Act (Government Code, Section 12990, et seq.) if a particular group is employed in a substantially disparate manner.
9. Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104(b) of this Chapter shall create a reputable presumption that a Contractor is in compliance with the requirements of Section 12990 of the Government Code and its implementing regulations.
10. The Contractor shall not use the nondiscrimination standards to discriminate, harass or allow harassment against any person because of race, color, religion creed, sex, national origin, ancestry, disability (including HIV and AIDS), medical condition (cancer), age, marital status, or denial of family and medical care leave and denial of pregnancy disability leave.
11. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code, Section 12990.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code, Section 12990, and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code, Section 12990.
13. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, Social Security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked each week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.